

1 Pro Se
2 Harriet Menezes
3 169 Thoreau Street, Apt. 8
4 Concord, MA 01742

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6 Harriet Menezes,) CIVIL ACTION
7 Plaintiff,)
8 vs.) Case No.:
9 Association of Flight Attendants, et)
10 al and United Airlines, Inc., et al.)
11 Defendants)
12)
13)

14 MOTION FOR APPOINTMENT OF COUNSEL

15 1. I respectfully request appointment of counsel to proceed in my case, pro
16 bono, 28 USC sec. 1915.

17 2. There is complexity of joinder and jurisdiction beyond my understanding
18 (Fed R Civ. P 23.2 Actions Relating to Unincorporated Associations). Thus,
19 I submit two related claims: a Federal Question for Massachusetts
20 defendants and the union; and Federal Diversity for United Airlines
21 incorporation, and members of the union out of state.

22 3. My current income is \$740/month, and \$370/month from a life insurance
23 policy that may cancel pending my ability to work.

24 4. I have attempted to secure legal counsel as follows: I have contacted the
25 National Labor Relations Board (November 22, 2003 charge removed), the

1 National Mediation Board, the various U.S. Department of Labor, and office
2 of the Attorney General.

3 5. The American Bar Association, Massachusetts Bar Association, Middlesex
4 County Bar Association, and Board of Bar Overseers.

5 6. The Lawyers Guild; Legal Advocacy & Resource Center; the Volunteer Lawyers
6 project, and the Greater Boston Legal Services.

7 7. The Boston Bar Association referred me to reduced fee #67203 Attorney
8 Scott Adams, and #67448 reduced fee to Robert Thomas who I have not been
9 able to afford to talk to.

10 8. Law school clinics and labor law professors in Boston (Prof. Marc
11 Greenbaum of Suffolk; Prof. Richard Zaiger of Boston College).

12 9. The National Right to Work Legal Defense Foundation, Inc. rejected case.

13 10. The American Civil Liberties Union, Michael Avitzur (November, 2003).

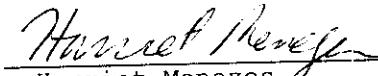
14 11. Labor Arbitration NE, Roger Abrams.

15 12. Massachusetts office on disability; EEOC office; ADA hotline; and the
16 Massachusetts Commission Against Discrimination.

17 13. Massachusetts Continuing Legal Education (July, 2003).

18 14. Catholic Charities for Boston College Law School support.

19
20 Dated this 23rd day of February, 2004
21

22 
23 Harriet Menezes
24 169 Thoreau Street, 8
25 Concord, MA 01742
Pro Se
(978) 369-4693

1 Pro Se
 2 Harriet Menezes
 3 169 Thoreau Street, Apt. 8
 4 Concord, MA 01742

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1 U.S. DISTRICT COURT
 2 DISTRICT OF MASS.

5
 6 Harriet Menezes,) Civil Action
 7 Plaintiff,)
 8 vs.) Case No.:
 9 Association of Flight Attendants,)
 10 CWA, AFL-CIO, and Karen Scopa) Complaint - By employee against
 11 individually and as President of) employer and union under Sec. 301 of
 12 Association of Flight Attendants) LMRA for compensatory damages for
 13 Boston, Sue Cook individually and as) unlawful discharge and breach of
 14 representative Secretary Association) union's duty of fair representation,
 15 of Flight Attendant Boston) and for reinstatement [29 USCA Sec.
 16 and Steve Fontakis individually and) 185, Fed R Civ. P 3, 7(a), 8(a)];
 17 as Manager at United Airlines) Labor Management Reporting and
 18 and Paula DiMartino as Administrative) Disclosure Act 29 CFR, part 401-459;
 19 Supervisor at United Airlines) and violation of Civil Rights Act,
 20 Defendants) Title VII; and Americans with
 21) Disabilities Act; Family Medical
 22) Leave Act; Railway Labor Act; breach
 23) of contract and Whistleblower
 24) Protection Act.
 25

COMPLAINT

Parties

21
 22 1. Defendant Company representative Steve Fontakis is a manager of United
 23 Airlines which is a corporation organized and existing under the laws of
 24 the State of Illinois, and has its principal office and place of business
 25 located in the City of Elk Grove Village, State of Illinois, within the

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4 Concord, MA 01742
5

6 Harriet Menezes,) Civil Action
7 Plaintiff,)
8 vs.) Case No.:
9 Association of Flight Attendants,)
10 CWA, AFL-CIO, and Karen Scopa)
11 individually and as President of)
12 Association of Flight Attendants)
13 Boston, Sue Cook individually and as)
14 representative Secretary Association)
15 of Flight Attendant Boston)
16 and Steve Fontakis individually and)
17 as Manager at United Airlines)
18 Defendants

20 COMPLAINT

21 Parties

22 1. Defendant Company representative Steve Fontakis is a manager of United
23 Airlines which is a corporation organized and existing under the laws of
24 the State of Illinois, and has its principal office and place of business
25 located in the City of Elk Grove Village, State of Illinois, within the

territorial jurisdiction of this Court. This defendant is engaged in aviation transportation in interstate commerce and, at all times mentioned herein, was an employer in an industry affecting commerce, as defined in sections 2(2) and 501(1) and (3) of the Act (29 USCA secs. 152(2), 142(1) and (3)), and within meaning of Sec. 301 of the Act (29 USCA & secm& 185).

7 2. Defendant representative of United Airlines, Company, Steve Fontakis',
8 Manager of In-flight, principal place of business is Boston Logan
9 International Airport; Defendant representative of United Airlines,
10 Company, Paula DiMartino, is the administrative supervisor.

11 3. Defendant representatives of Association of Flight Attendants Union
12 Council 27 Boston Karen Scopa (President) and Sue Cook's (Secretary)
13 principal place of business is Boston Logan airport.

14 4. Defendant Union the Association of Flight Attendants-CWA is, and at all
15 times hereinafter mentioned was, a labor organization representing
16 employees in an industry affecting commerce as defined in secs. 2(5) and
17 501(1) and (3) of the Act (29 USCA sec. 152(5), 142(1) and (3)), and
18 within the meaning of sec. 301 of the Act (29 USCA sec. 185). During all
19 times hereinafter mentioned, this defendant was the recognized collective
20 bargaining representative of the bargaining union of Company's flight
21 attendants, including plaintiff, employed in Company's In-flight
22 department, at its location in Boston, Logan International Airport.

Jurisdiction

25 5. Plaintiff brings this action under, and jurisdiction thereof is conferred
on this Court by virtue of Sec. 301 of the Labor Management Relations Act.

1947 (29 USCA Sec. 185), hereinafter referred to as the Act, to recover damages for plaintiff's unlawful discharge by United Airlines, Inc. (Company), who is plaintiff's employer and their representatives, and for breach by defendant Association of Flight Attendants (CWA, AFL-CIO) Local Union and their representatives, of its duty of fair representation owing to plaintiff, and for reinstatement by said employer.

Facts

9 6. Plaintiff was employed by the Company United Airlines on April 17, 1999,
10 as a flight attendant, and was continuously in their employ in that
11 classification until August 29, 2003, when plaintiff was unlawfully
12 discharged by defendant, as is more specifically hereinafter alleged.

13 7. As required by United Airlines, the plaintiff was a compulsory member of
14 the Association of Flight Attendants. The plaintiff was on a work-related
15 medical leave from October 2002 through the date of discharge, August
16 2003. On August 8, 2003, plaintiff stopped by the United Airlines office
17 to drop off a medical note stating plaintiff "Would like to... attempt to
18 return to work." and a copy of workers compensation order. She also called
19 crew scheduler to inquire of return to work training dates.

20 8. From September 2001, the plaintiff sought medical counsel for post-
21 traumatic stress after events of September 11, 2001. Pending the Iraqi
22 conflict with higher airline security issues, the plaintiff requested
23 intermittent Family Medical Leave which would allow her to work but
24 permitted her a sick day without being disciplined. On September 18,
25 2002, United Airlines administrative supervisor (Paula DiMartino) sent an
internal email to plaintiff stating her Family Medical leave had been

1 The plaintiff received a letter dated May 15, from Steve Fontakis,
2 regarding her allegations. The plaintiff received a letter dated May 16
3 with a balance due of \$117, from the union's international treasurer Paul
4 MacKinnon stating "As of April 30, 2003, we have not received ... other
5 information." "15 days ... information". "Requesting termination of
6 employment." On May 30, 2003 and August 1, 2003, a certified mail receipt
7 was signed by the Association of Flight Attendants. A non-certified letter
8 dated August 4, 2003 from union Paul MacKinnon stated "We herewith call
9 upon the company to terminate employment." On August 14, 2003 certified
10 mail was sent to United Frank Colosi to dispute validity of Paul
11 MacKinnon's action of termination. On August 18, 2003 Plaintiff called her
12 United Airline's supervisor, Sherry Desmond. The supervisor was on
13 vacation until August 29. A Federal Express letter dated August 27, 2003
14 from United Airlines Frank Colosi stated termination of the plaintiff's
15 employment effective August 29, 2003 (letter copied to AFA union Karen
16 Scopa).

17 12. Plaintiff received a September 7, 2003 letter from United stating her
18 medical benefits were to terminate. On September 9, 2003, the plaintiff
19 received an electric shut-off notice from her light department. In
20 summary, during 2003 while the plaintiff, diagnosed with a brain tumor,
21 was undergoing medical treatment and financial hardship she was barraged
22 by actions for missed dues, unprocessed grievances, United's appeal to
23 industrial accident, United's appeal to unemployment, discipline for
24 illness, and termination contemporaneously with an action for bankruptcy.

25 13. On December 3, 1997, defendants herein entered into a collective
bargaining agreement covering the employees, including plaintiff, in the

1 bargaining unit, which agreement was in force during the entire period
2 involved herein. Both defendants have copies of the agreement, and for
3 that reason none is attached hereto. The agreement was entered into by
4 defendants for the benefit of the employees in the bargaining unit, and
5 plaintiff, as a member thereof, is accordingly entitled to the benefit of
6 the agreement and to enforce the provisions thereof.

7 14. Section 30 of the collective bargaining agreement, entitled Union
8 Security, provides that a copy of discharge letter go to the Senior Vice
9 President of the company regarding delinquent dues.

10 15. Section 30 of the collective bargaining agreement, entitled Union
11 Security, "D. Review Procedures" establishes a procedure, for the
12 presentation and disposition of grievances, and expressly provides that
13 all cases of discharge, for whatever cause, shall be subject to the
14 grievance procedure. This Article reads in part as follows: "1. A
15 grievance by an employee who is to be discharged as a result of an
16 interpretation or application of the provisions of this Section shall be
17 subject to the following procedures. a. An employee who believes that the
18 provisions of this Section have not been properly interpreted or applied
19 as it pertains to her/him may submit a request for review in writing
20 within five days from the date of notification by the Director Labor
21 Relations-Inflight, as provided ... b. The Director Labor Relations -
22 Inflight/designee shall forward a decision to the employee with a copy to
23 the Union. Said decision shall be final and binding on all interested
24 parties unless appealed as herein provided. If the decision is not
25 satisfactory to either the employee or the Union, then either may appeal
the grievance within ten (10) days from the date of the receipt of such

1 decision ... All such grievances shall be processed.... Such grievances
2 shall be heard by the System Board within six months of receipt of the
3 decision by the Director Labor Relations-Inflight. 2. During the period a
4 grievance is being handled.. the employee shall not be discharged from the
5 Company."

6 16. Section 30 of the collective bargaining agreement, entitled Union
7 Security, Section H. "General" provides that "collection of dues missed
8 because the employee's earnings were not sufficient to cover the payment
9 of dues ... will be the responsibility of the Union... It will be the
10 Union's responsibility to verify apparent errors with the individual Union
11 member ..."

12 17. Article XI of the AFA Constitution and Bylaws, entitled "Hearing and
13 Appeal Procedures", establishes discipline for "refusing or willfully
14 neglecting to pay dues, initiation fee, assessments, fines or financial
15 obligations to the Union." The plaintiff's request for waiver and
16 assistance substantiates she did not refuse or willfully neglect dues.

17 18. Article XII of the AFA Constitution and Bylaws, entitled "Delinquency,
18 Bad Standing and Loss of Membership", establishes that an employee may
19 make "satisfactory arrangements for payments". It also provides that an
20 employee may be subject to expulsion "provided that if the member's Local
21 Executive Council and the International Secretary-Treasurer of the Union
22 believe that extenuating circumstances exist, and the International
23 President concurs, the individual may be permitted to remain delinquent as
24 deemed reasonable." All certified mail and communication sent by the
25 Plaintiff to Paul MacKinnon, the International Secretary-Treasurer of the

1 Union were not responded to or acknowledged by the union except by U.S.
2 Postal Service return receipt.

3 19. As alleged above, plaintiff was discharged by Company. The notice of
4 discharge recited, as the supposed reason for the action taken, that
5 plaintiff failed to pay union dues and the Union had failed to hear from
6 her. Plaintiff denies that she willfully refused to pay union dues, and
7 further denies that there was "just cause" for her dismissal as required
8 by the agreement. Plaintiff alleges that the true reasons for her
9 discharge were retaliation for filing workers compensation claim;
10 retaliation for filing grievances; retaliation for claim of harassment
11 based on medical absence; disability; and plaintiff's comments on security
12 violations related to September 11, 2001 events; filing of aviation safety
13 reports on October 2, 2002 and July 2, 2002 (Federal Aviation
14 Administration, Whistleblower Protection Act).

15 20. Plaintiff protested her discharge to defendant Union's representative
16 serving plaintiff's department by filing a grievance and written
17 correspondence. A grievance was not filed by defendant Union on
18 plaintiff's behalf. The grievance was not carried to any steps of the
19 grievance procedure by the defendant Union or Company.

20 21. Defendant union failed to acknowledge or process grievances and instead
21 permitted the time for doing so to lapse. Defendant Union and Company did
22 not give advice or notice on remedies or process, on the contractual
23 grievance procedure and legal recourse. Plaintiff's filing of grievances,
24 telephone calls, and letters to remedy situation before and after
25 discharge of employment were futile pursuits. The matter of her discharge
filed as a grievance by plaintiff and efforts to process a grievance or to

1 have the union process a grievance on September 29, 2003 (wrongful
2 discharge), and October 2002 (Family Medical Leave Act) were futile. Mr.
3 Frank Colosi who is United's labor relations manager, did not offer
4 procedure or remedies, or consent to an investigation when urged to do so
5 by plaintiff (August 14, 2003, September 29, 2003 and November 15, 2003).

6 22. The plaintiff received a letter from Frank Colosi dated January 15,
7 [2004] which then gave notice that an appeal of his decision should have
8 been made within 10 days of August 27, 2003. The January 15 letter was
9 copied to International-Treasurer of union, Shirley Barber.

10 23. Defendant union failed to acknowledge or process Plaintiff's request
11 for waiver of union dues. Nor did the defendant Union give the plaintiff
12 an option of a minimal burden of paying reduced Union dues in violation of
13 the Railway Labor Act, Sec 2, 45 USCA sec. 152, or notice of Becks rights
14 not to pay dues to the union or withdraw from the union, or to pay dues to
15 a charitable foundation (e.g. the Cause Foundation), or notice on dues
16 deferral (agenda item 29 of the union committee meeting of October 15-17
17 2002, and January 21-23, 2003). Defendant Union did discuss waiver of
18 union dues and granted waiver of union dues for those who were not on
19 medical leave (Committee meeting January 21-23, 2003). Defendant Union
20 thus deferred from its usual practice or custom in the handling of dues
21 delinquencies. The Defendant Union did not give Plaintiff the following
22 opportunities (as outlined in the ABC's of Membership): 1. to have a
23 "promissory agreement to assist in payment of delinquent dues as afforded
24 other flight attendants; 2. Deferred - due to financial hardship; 3.
25 "Standing A" "FA's delinquency or dues billing are being researched"; 4.
Grievance pending - dues not owed; 5. Non-paying. This flight attendant

1 has no obligation to AFA." The Defendant union waived its rights under 29
2 USCS sec. 158(b)(2) to seek discharge of employee for failure to pay union
3 dues in absence of granted waiver, or discussing late or partial payment
4 of dues. Requests of investigation into payment of union dues were sent to
5 Paul MacKinnon (AFA International Treasurer) via certified mail on May 28,
6 2003, and July 30, 2003. Plaintiff had returned dues bills with the back
7 form filled out with leave of absence box checked off. Adjustments on June
8 9, 2003 bill were made to February 2003 after telephone call to union
9 requesting waiver paperwork. Plaintiff made telephone call to defendant
10 union on April 30, 2003 stating she was not happy the voicemail box was
11 full for last few days, that the AFA had voided her voting ballot, that
12 she was on medical leave, and request for waiver. The April 18 letter from
13 AFA Paul MacKinnon stated balance of \$156 is due, the May 16 letter stated
14 \$117 balance reflecting plaintiff's contact with union.

15 24. Plaintiff alleges the fact to be that defendant Union, in breach of its
16 statutory duty of fair representation owing to plaintiff under the
17 provisions of the Act, conspired with Company to permit plaintiff's
18 discharge to stand, although there was no just cause therefor; that the
19 negotiations between defendants with respect to plaintiff's grievance were
20 spurious, carried on in bad faith, and deliberately designed to give
21 plaintiff the false impression that a sincere effort was being made by
22 defendant Union to resolve the grievance by securing plaintiff's
23 reinstatement; that, unknown to plaintiff, the officials of defendant
24 Union, including Karen Scopa, the official who represented plaintiff's
25 grievance, were secretly hostile to plaintiff because of plaintiff's
objections that Family Medical Leave Act grievance and medical grievances

1 of plaintiff were not filed/processed (under violation of the Americans
2 with Disabilities Act, 42 USC sec. 12101 et seq. the union discriminated
3 and retaliated against plaintiff based on her work-related disability) and
4 therefore plaintiff's subsequent filing of a workers compensation claim,
5 and because plaintiff had a medical disability, and therefore the
6 defendant Union decided to acquiesce in plaintiff's discharge; that at
7 grievance meetings of defendants that were not attended by plaintiff it
8 was agreed between them that Company's action would not be opposed and
9 that no demand for arbitration of plaintiff's discharge would be made by
10 defendant Union. Defendant Union and Company with inexcusable neglect
11 failed to respond to grievances and request for investigation, under
12 actions that were arbitrary, discriminatory and in bad faith.

13 25. From November 2002 through May 2003, Plaintiff inquired of defendant
14 Union representatives Karen Scopa and Sue Cook as to the status of her
15 grievances on sick leave policy and intermittent Family Medical Leave. No
16 explanation was given. Their unethical practice and behavior was reported
17 by the Plaintiff to the Association of Flight Attendants Employee
18 Assistance Program in May 2003. This included a derogatory messaged
19 conference call left on plaintiff's answer machine by Defendant union
20 representatives Karen Scopa who is the Boston council union President, and
21 Sue Cook who is the Boston Secretary.

22 26. This is also an action of retaliation for speaking out against a union
23 official.

24 27. This is also an action to establish liability of corporate officer for
25 corporation's wrongful conduct in relation to union representatives.

1 28. This is also an action to establish liability of corporate officer for
2 corporation's wrongful conduct in relation to United Airlines
3 representatives.

4 29. A meeting of executive boards were held May 20-21, July 22-34 and
5 October 24-27, 2003, and January 13-15, 2004, where defendant Union had
6 decided not to take her grievances on dues waiver and thereafter wrongful
7 discharge to arbitration. Plaintiff alleges that the union officials
8 constituting the executive board did not entertain grievances, that their
9 decision not to demand arbitration was not an exercise of good faith
10 judgement on their part, but, rather, was made because of their hostility
11 to plaintiff and in pursuance of their conspiracy and agreement with the
12 defendant Company as previously alleged.

13 30. Both Defendant Union and defendant company representative, Paula
14 DiMartino, discriminated against employee in violation of Title VII when
15 they allowed all flight attendants during 2002 and 2003, except those on
16 medical leave, to take a job-protected furlough. Flight attendants on
17 medical leave were coerced to "clear medical" before they could take a
18 furlough. Paula DiMartino is the contact for clearing medical.

19 31. Section 704(a) of the Title VII of the 1964 Civil Rights Act ("Title
20 VII"), (42 USC sec. 2000e(3)(a)) Retaliation). The plaintiff has a prima
21 facie claim that her termination by United Airlines and the Association of
22 Flight Attendants was due to retaliation thus in violation of Title VII.
23 The plaintiff was terminated, an adverse employment action, in retaliation
24 for statutorily protected conduct by filing workers compensation claim,
25 and two medical related grievances. A causal connection exists between the
protected activity and adverse employment action. The plaintiff was

1 terminated within two weeks of giving United Airlines a return to work
2 notice. A return to work would have placed plaintiff in automatic payroll
3 deduction for dues. The union did not approve of her filing a workers
4 compensation claim, of going "to the outside" as Sue Cook stated.
5 Termination due to union dues was a pretext. It follows that this is also
6 a Retaliation claim against the union as an employer. The Association of
7 Flight Attendants may be considered an employer Under Title VII, as it is
8 an interstate commerce and has at least 15 employees. 42 U.S.C. §
9 2000e(b).

10 32. The defendant Company representative, Paula DiMartino, discriminated
11 against employee in violation of Title VII when they refused to
12 acknowledge or process her workers compensation claim for work-related
13 Post Traumatic Stress Disorder until ordered by the Massachusetts
14 Department of Industrial Accidents. The Company withdrew their Appeal of
15 Conference Order in July 2003, within one month of employee's termination.
16 United Airline's representing attorney, Scott Smith, in a letter dated May
17 23, 2003 stated "I am returning this original [dues] invoice to you as
18 United is not required to pay your union dues as part of the worker's
19 compensation case."

20 33. This is a cause of action for discharge in retaliation for filing a
21 workers compensation claim.

22 34. This is a cause of action to recover workers' compensation benefits for
23 injury resulting from aggravation or acceleration of, or combination with,
24 pre-existing condition. The plaintiff sustained disability, post-traumatic
25 stress, was awarded by Department of Industrial Accidents for March 2003.
The medical condition, in fact, was treated from March 2002 through the

1 date of discharge, August 2003. The plaintiff requests that the defendant
2 company records reflect her medical leave as a workers compensation leave
3 for her absence from October 2002 through August 2003.

4 35. Title VII Liability for the Union as a Labor Organization. Title VII
5 liability is established pursuant to 42 U.S.C. § 2000e-2(c) and/or 2000e-
6 3. There is still a violation of Title VII without violation of the duty
7 of fair representation as the union failed to pursue issues against
8 Company, and is liable by acquiescence of Company's misconduct in not
9 furthering union grievances on medical leave and policy. Defendant Boston
10 Union representatives Karen Scopa, and Sue Cook, and union international
11 treasurer Paul MacKinnon created a hostile environment related to union
12 membership in their handling or lack of handling of grievance issues
13 thereby ratifying Defendant Company's removal of the Plaintiff from her
14 position as a flight attendant.

15 36. Americans with Disabilities Act 42 USC Sec. 12112(b)(5)(A). When
16 Defendant Company representative Paula DiMartino, of United Airlines
17 refused to allow the plaintiff Intermittent Family Medical Leave to
18 accommodate for her work-related Post Traumatic Stress Disorder, they did
19 not make reasonable accommodation to the known mental limitation of an
20 otherwise qualified individual with a disability who is an employee of the
21 company (violating the Americans with Disabilities Act). This would
22 include a modified work schedule. Instead the Defendant "removed" the
23 plaintiff from her flying schedule on October 9, 2002. The plaintiff's
24 removal from work increased her Post Traumatic Stress Disorder and
25 depression. 42 U.S.C. § 12203(a), respectively. The ADA also includes a
provision stating: "It shall be unlawful to coerce, intimidate, threaten,

1 or interfere with any individual in the exercise or enjoyment of, or on
2 account of his or her having aided or encouraged any other individual in
3 the exercise or enjoyment of, any right granted or protected by [the
4 ADA]."

5 37. The Defendant Paula DiMartino of United Airlines violated Family
6 Medical Leave Act by coercing plaintiff into full time continuous medical
7 leave in October 2002 rather than allowing her intermittent Family Medical
8 Leave as requested by her medical provider. Defendant Union was culpable
9 in not processing her grievance of October 2002, on the Family Medical
10 Leave matter which resulted in her loss of employment, income, ability to
11 pay union dues, and afford her due process with the U.S. Department of
12 Labor.

13 38. 29 CFR Sec. 1630.15 In absence of accommodation, the plaintiff filed a
14 grievance with the Defendant union. The union did not process the
15 grievance. But for the negligence of the Union in filing the grievance,
16 and defendant Company's refusal to accommodate the plaintiff's disability,
17 the plaintiff lost the opportunity to return to work which would have
18 permitted her to pay union dues. The Association of Flight Attendants
19 violated 29 CFR Sec. 1630 when it refused to represent the plaintiff in
20 acknowledging her Family Medical Leave grievance. The disability could
21 have been reasonably accommodated by Company policy that was already
22 sanctioned (furlough, intermittent medical leave). The plaintiff was
23 forced to use all her family medical leave in one continuous period,
24 leaving the rest of her medical leave in an unprotected status.

25 39. Plaintiff alleges that the Collective Bargaining Agreement is an
unconscionable contract for members in regards to discharge for failure to

1 pay union dues. The Collective Bargaining Agreement is inconsistent and
2 ambiguous, violating the respective AFA Articles of Incorporation, and
3 U.S. Labor Law. Members arbitrarily placed in "bad standing" are
4 apparently fully ostracized from the union grievance process making it
5 impossible for them to proceed administratively within the Defendant union
6 and Company in actions against them.

7 40. Complaint - by union member expelled for exercise of rights under sec.
8 101(a)(2) of LMRDA - for reinstatement, injunction, and compensatory and
9 punitive damages [29 USCA sec. 411(a)(2), 412, 529; Fed R Civ P 8(a), 65].
10 Plaintiff, a resident of the City of Concord, State of Massachusetts,
11 brings this action under, and jurisdiction is conferred on this Court by,
12 the provisions of sections 101(a)(2), 102, and 609 of the Labor-Management
13 Reporting and Disclosure Act of 1959 (29 USCA sec. 411(a)(2), 412 and
14 529), hereinafter referred to as the LMRDA.

15 41. Plaintiff was a member of defendant Association of Flight Attendants
16 Local Council 27, an unincorporated association, hereinafter referred to
17 as defendant local union.

18 42. The violations of the LMRDA hereinafter alleged occurred in the City of
19 Boston, State of Massachusetts, within the territorial jurisdiction of
20 this court.

21 43. The defendant local union Association of Flight Attendants is the
22 collective bargaining representative of employees, including this
23 plaintiff, of United Airlines Corporation, certified as such under the
24 provisions of the National Labor Relations Act, as amended (29 USCA sects
25 151 et seq) or is recognized as the collective bargaining representative
of employees, including this plaintiff, of United Airlines Corporation an

1 employer engaged in an industry affecting commerce within the meaning of
2 sec. 3(j)(2) of the LMRDA (29 USCA sec. 4102 (j)(2)), and is therefor, a
3 labor organization engaged in an industry affecting commerce within the
4 meaning of sec. 3(j)(1) of the LMRDA [29 USCA sec. 402 (j)(1)].

5 44. The individual defendants, Karen Scopa, and Sue Cook, are respectively
6 the President and Secretary of defendant local union, whose principal
7 place of business is in the City of Boston, State of Massachusetts, within
8 the territorial jurisdiction of this Court.

9 45. On or about May 16, 2003, plaintiff was served by defendant union
10 notice of purported charges, alleging that the union had not heard from
11 plaintiff regarding payment of union dues (balance due \$117.). Copied on
12 letter were MEC president of United Airlines and LEC President Council 27
13 (Karen Scopa). On May 5, union President Karen Scopa and Sue Cook left a
14 conference call message running on plaintiff's answer machine saying
15 "She's gone to the outside" and other derogatory comments.

16 46. Plaintiff alleges that such charges were wholly spurious and were
17 instigated by the individual defendants in reprisal for statements made by
18 plaintiff, outside union meetings, criticizing said defendants' conduct in
19 their capacity as officials of defendant local union in not filing
20 grievances. The plaintiff reporting the defendant's conduct to the union
21 Employee Assistant Program were protected by the provisions of sec.
22 101(a)(2) of the LMRDA (29 USCA sec. 411(a)(2)); the actions of defendant
23 local union in expelling plaintiff from membership by placing her in bad
24 standing and of the individual defendants in instigating plaintiff's
25 discharge under that section and under sec. 609 of the Act (29 USCA sect.
529); and plaintiff is accorded the right under section 102 of the LMRDA

1 51. Defendant Union and Company violated Personnel Records Law
2 (Massachusetts General Laws Chapter 149, section 52C) and the Labor
3 Management Reporting and Disclosures Act, when each refused to acknowledge
4 a request from plaintiff for a copy of her personnel file and records
5 related to union dues. The Company continued to violate law when attention
6 was requested in letter to Mr. Frank Colosi, on November 26, 2003 from
7 Assistant Attorney General Rosalyn Garbose. Therefore plaintiff requests a
8 subpoena deuces tecum for files.

9 52. Plaintiff respectfully requests a subpoena deuces tecum for production
10 of all documents and disposition related to plaintiff from the Association
11 of Flight Attendants, information on the number of waivers of union dues
12 granted other flight attendants, the number of dues deferrals given, other
13 methods processed on dues delinquency and the circumstances, and
14 information on the processing of her grievances.

15 53. Plaintiff respectfully requests an injunction to return to work as a
16 flight attendant pending investigation.

17 54. As a result of plaintiff's discharge by Company, in violation of
18 plaintiff's rights under the collective bargaining agreement, and in
19 breach by defendant Union of its duty of fair representation owing to
20 plaintiff, as alleged above, plaintiff has suffered grievous and extensive
21 damages, as follows: Loss of wages (\$1723-\$2,266 per month), past and
22 future, loss of per diem pay (approximately \$400 per month), loss of
23 health coverage including cost to pay for future operation and care of a
24 brain tumor (\$300,000), of health coverage and cost for future medical
25 care on findings from mammography irregularity (\$100,000), of company life
insurance coverage (\$74,000), loss of opportunity to attend vocational

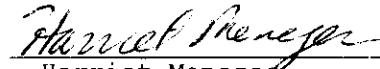
1 training (\$75,000.). Anticipated monies for court costs (current, remand,
2 appeal) (\$100,000).

3 55. The plaintiff requests a trial by jury.

4 56. Wherefore, plaintiff prays that the Union and United Airlines set out
5 in writing legal employment rights afforded those members who are in "bad
6 standing" with the union, and/or those employees who choose not to be a
7 member of the union. This would be akin to A "bill of rights" under Title
8 I of the LMRDA, which safeguards against improper disciplinary action from
9 the union. This would include procedural rights of union members in union
10 disciplinary proceedings. This should also include an unambiguous written
11 procedure for those employees who believe they have been part of an unfair
12 or defective proceeding of the labor union in expelling, suspending, or
13 terminating them.

14 57. Plaintiff desires to be reinstated to her former job at defendant
15 Company in a non-hostile environment, without attempt of termination
16 during flight attendant certification training, and alleges that she is
17 entitled to such reinstatement retroactive to the date of her discharge,
18 without any break in her seniority. Plaintiff also prays for relief in
19 the above amounts (\$700,000) damages, compensatory and punitive damages.

20
21 Dated this 23rd day of February, 2004

22 
23 Harriet Menezes
24 169 Thoreau Street,
Apt. 8
Concord, MA 01742
Pro Se
(978) 369-4693
25